



St. Louis Southwestern Railway Company

RECORDATION NO. 8368-D

Filed 1425

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

JUL 21 1987 - 1 25 PM

July 20, 1987

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 8368-C

Filed 1425

VIA HAND DELIVERY

JUL 21 1987 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta F. McGee
Secretary

Interstate Commerce Commission

12th Street and Constitution Avenue, NW

Washington, D.C. 20423

Re: Agreement of Conditional Sale dated as of
June 1, 1976, between St. Louis Southwestern
Railway Company, First Pennsylvania Bank, N.A.,
as Assignee, and Pullman Incorporated (Pullman
Standard Division)

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, between St. Louis Southwestern Railway Company and First Pennsylvania Bank, N.A., amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of June 1, 1976, together with a voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Agreement of Conditional Sale dated as of June 1, 1976, between Pullman Incorporated (Pullman Standard Division), First Pennsylvania Bank, N.A., and St. Louis Southwestern Railway Company, recorded on June 15, 1976, at 11:05 AM, and assigned Recordation No. 8368;

Agreement and Assignment to Agreement of Conditional Sale dated as of June 1, 1976, recorded on June 15, 1976, at 11:05 AM, and assigned Recordation No. 8368;

Amendment Agreement dated as of July 1, 1977, recorded on July 22, 1977, at 1:35 PM, assigned Recordation No. 8368-A; and

First Supplemental Agreement dated July 20, 1981, recorded on July 29, 1981, at 2:40 PM, assigned Recordation No. 8368-B.

a Southern Pacific subsidiary

JUL 21 1 20 PM '87
MOTOR OPERATING UNIT
ICC OFFICE OF
THE SECRETARY

Counterparts - 5.4.

Ms. Noreta F. McGee
July 20, 1987
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In connection with the recording of the enclosed Second Supplemental Agreement and Assignment and Transfer, each dated as of June 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

Second Supplemental Agreement dated as of June 15, 1987, between St. Louis Southwestern Railway Company, Vendee, and First Pennsylvania Bank, N.A., Assignee.

General Description of Equipment
Covered By Second Supplemental Agreement

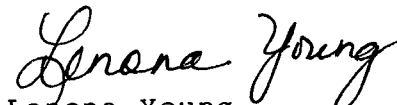
<u>Number Of Units</u>	<u>Description</u>
9	70-ton Box Cars; FMC Corporation, builder; lettered SSW and numbered 52023-52025, 52027, 52028, 52037, 52040, 52042, and 52043.

General Description of Equipment Released
By Assignment and Transfer of Road Equipment

<u>Number Of Units</u>	<u>Description</u>
6	Flat Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SSW and numbered 80644, 80674, 80687, 80704, 80742, and 80749.

When the recording of the Second Supplemental Agreement and Assignment and Transfer of Certain Road Equipment have been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts, and return the remainder of the same to the undersigned.

Very truly yours,


Lenona Young
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

CONDITIONAL SALE AGREEMENT

REC'D. DATE NO. *8368-D* FILED 1429
DATED AS OF JUNE 1, 1976
JUL 21 1987 - 1 20 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 15, 1987

FIRST PENNSYLVANIA BANK, N.A.

- TO -

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the fifteenth day of June, 1987, by FIRST
PENNSYLVANIA BANK, N.A., a corporation duly organized and
existing under the laws of the Commonwealth of Pennsylvania,
Assignee under the Conditional Sale Agreement hereinafter
mentioned (hereinafter called the "Assignee"), to ST. LOUIS
SOUTHWESTERN RAILWAY COMPANY, a corporation duly organized
and existing under the laws of the State of Missouri (herein-
after called the "Company").

WHEREAS, by a certain Conditional Sale Agreement,
bearing date as of June 1, 1976, by and between Pullman
Incorporated (Pullman Standard Division), a corporation
organized and existing under the laws of the State of
Delaware (hereinafter called the "Builder"), and the Company,
pursuant to which Builder agreed to build, sell and deliver
to the Company, and the Company agreed to purchase certain
railroad equipment (hereinafter called the "Equipment"),
consisting of flat cars, all as described in the Conditional
Sale Agreement (hereinafter called the "Conditional Sale
Agreement"); and

WHEREAS, the Builder thereafter assigned its rights
under the Conditional Sale Agreement and its right, title
and interest to the Equipment to the Assignee pursuant to an
Agreement and Assignment dated as of June 1, 1976
(hereinafter called the "Assignment"), between the Builder
and the Assignee; and

WHEREAS, certain flat cars comprising said Equipment (hereinafter called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the Second Supplemental Agreement dated as of June 15, 1987 ("Second Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
6	Flat Cars; Pullman Incorporated (Pullman Standard Division), builder; lettered SSW and numbered 80644, 80674, 80687, 80704, 80742, and 80749.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the Second Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint LYNN A. TUZINSKI to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 22nd day of June, 1987.

FIRST PENNSYLVANIA BANK, N.A.

By 

Assistant Vice President

ATTEST:


Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 22nd day of June, 1987, before me personally appeared LYNN A. TUZINSKI, to me personally known, who, being by me duly sworn, says that she is Assistant Vice President of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne H. Mc Carver
Notary Public

LYNNE N. McCORRY
Notary Public, Phila., Phila. Co.
My Commission Expires July 2, 1990